



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RE APPLICATION OF: ALEXANDRE A.N. BAPTISTA
 APPLICATION NO.: 10/789,451
 FILED: FEBRUARY 26, 2004
 FOR: VACUUM PACKAGING APPLIANCE WITH
 REMOVABLE TROUGH

EXAMINER: UNKNOWN
 ART UNIT: 3721
 CONF. NO: 5173

**Petition by Person Having Proprietary Interest to File Application on
 Behalf of Inventor Alexandre Baptiste Who Refuses to Sign**

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

Sir:

Trisha Mount, on behalf of Tilia International, Inc. (Tilia), an entity having sufficient proprietary interest in the above-identified patent application, signs below and petitions to make this application on behalf of the nonsigning sole inventor Alexandre A. N. Baptiste who refuses to join in the above-identified patent application.

This petition is accompanied by a showing of sufficient proprietary interest, proof of the pertinent facts, and the last know address of Alexandre A. N. Baptiste (Baptiste) as set forth in the accompanying:

- 1) Statement Establishing Proprietary Interest;
- 2) Miscellaneous employment documents executed by nonsigning inventor Baptiste evidencing Baptiste's obligation to assign his rights in the above-identified patent application to Tilia International, Inc.;
- 3) A Statement of Facts by Judy Lagera Vo in Support of Filing on Behalf of Nonsigning Inventor;

11/23/2004 BABRAHA1-00000064-10789451

06-FC:1464 130.00 OP

Adjustment date: 11/24/2004 AWONDAF1

11/23/2004 BABRAHA1-00000064-10789451

06-FC:1464 130.00 OP

Attorney Docket No. 37469-8041.US01


- 4) A Statement of Facts by Brian R. Coleman in Support of Filing on Behalf of Nonsigning Inventor;
- 5) A letter to nonsigning inventor Baptiste transmitted by Federal Express mail; and
- 6) Proof of delivery and receipt of the Federal Express letter of 5).

The fee of \$130.00 set forth in 37 CFR 1.17(h), required by 37 CFR 1.47(a), is paid in the attached Check No.

The person making this statement is authorized to sign on behalf of the owner on the basis of the accompanying documents as set forth therein.

I further declare that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, USC § 1001 and that such willful false statements may jeopardize the validity of this application or any patent resulting therefrom.

ASSIGNEE: Tilia International, Inc.

Signature: 

Typed Name: Trisha Mount

Title: Vice President and Chief Financial Officer

Date: November 18, 2004

Address: 303 Second Street, North Tower, 5th Floor
San Francisco, CA 94107



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: ALEXANDRE A.N. BAPTISTA

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EXAMINER: UNKNOWN

ART UNIT: 3721

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**STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON
SIGNING ON BEHALF OF NONSIGNING INVENTOR**

(37 CFR 1.47)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, Trisha Mount am the person signing the declaration on the above-identified application on behalf of the nonsigning inventor and make this statement as to the facts establishing Tilia International, Inc.'s proprietary interest.

As of the date I signed the declaration for this application, the proprietary interest in this invention belonged to Tilia International, Inc. 303 Second Street, North Tower, Fifth Floor, San Francisco Ca 94107-6302, and I am authorized to sign the statement on behalf of Tilia International, Inc., my title being Vice President and Chief Financial Officer.

As described in more detail in the accompanying Statement of Facts, the nonsigning inventor is under contract to assign his rights in the above-identified patent application to Tilia International, Inc. Through a corporate evolution, the nonsigning inventor was first employed by Tilia, Inc., which was acquired by Alltrista, which then changed its name to Tilia International, Inc. I establish the proprietary interest by attaching 1) a "Tilia, Inc. Proprietary Information Agreement" executed by the nonsigning inventor; 2) an "Alltrista Employee Proprietary Information Agreement" executed by the nonsigning inventor, and 3) a document evidencing Alltrista's corporate name change to Tilia International, Inc.

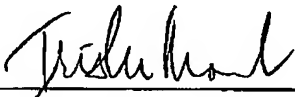
A Notice of Missing Parts dated May 19, 2004, is currently pending in the above-identified patent application. A failure to complete the Missing Parts including submission of an Inventorship Declaration will result in the abandonment of the above-identified patent application. For this and other reasons set forth in the accompanying

Attorney Docket No. 37469-8041.US01

documents, irreparable damage to Tilia International, Inc.'s rights will occur if Tilia International, Inc. is not allowed to prosecute the above-identified patent application without the inventor's cooperation.

In order to preserve Tilia International, Inc.'s rights, the undersigned petitions that examination of the above-identified patent application be allowed to occur without the signature of the sole inventor A. Baptiste.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issued thereon.

Signature: 

Typed Name: Trisha Mount

Title: Vice President and Chief Financial Officer

Date: November 18, 2004

Address:

TILIA, INC.

PROPRIETARY INFORMATION AGREEMENT

As an employee of Tilia, Inc., a California corporation (the "Company"), and in consideration of the compensation now and hereafter paid to me, I agree to the following:

1. Maintaining Confidential Information

a. Company Information. I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Company, or to divulge or disclose, directly or indirectly, to any person, corporation or other entity without written authorization of the Board of Directors of the Company, any trade secrets, confidential knowledge, data or other proprietary information (collectively referred to as "Confidential Information") relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its clients, consultants or licensees.

b. Former Employer Information. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of my former or concurrent employers or companies, if any, and that I will not bring onto the premises of the Company any unpublished document or any property belonging to my former or concurrent employers or companies, if any, unless consented to in writing by said employers or companies.

c. Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during the term of my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third party (consistent with the Company's agreement with such third party) without the express written authorization of the Board of Directors of the Company.

2. Retaining and Assigning Inventions and Original Works

a. Inventions and Original Works Retained by Me. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which belong to me, which relate to the Company's

If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations, as the case may be, covering Inventions assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any patents or copyright resulting from any such application for letters patent or copyright registrations assigned hereunder to the Company.

f. Exception to Assignments. I understand that the provisions of this Agreement requiring assignment to the Company do not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code, a copy of which is attached hereto as Exhibit B. I will advise the Company promptly in writing of any Inventions that I believe meet the criteria in Subparagraph 2b above; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any confidential information disclosed in writing to the Company relating to inventions that qualify fully under the provisions of Section 2870 of the California Labor Code.

3. Conflicting Employment. I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

4. Returning Company Documents. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C.

5. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.



EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

This agreement between Alltrista Corporation and its divisions (hereinafter termed "Alltrista") and myself supersedes all previous agreements, if any, between Alltrista and myself relating to the subject matter hereof.

I recognize that in its business Alltrista has developed and uses commercially valuable technical and nontechnical information and, to guard the legitimate interests of Alltrista, it is necessary for Alltrista to protect certain of the information either by patents or copyrights or by holding such information secret or confidential. I further recognize that the aforesaid information is vital to the success of Alltrista's business, and that through my activities I may become acquainted therewith, and may contribute thereto either through inventions, discoveries, improvements or otherwise.

In view of the above, in consideration of my employment, and for other valuable consideration, the receipt and sufficient of which is hereby acknowledged, I agree as follows:

1. Unless I shall first secure Alltrista's written consent, I shall keep confidential and shall not divulge, communicate, disclose, copy, destroy or use at any time, either during or subsequent to said employment, any secret or confidential information or technology (including matters of technical nature, such as know-how, formulae secret
2. I shall disclose promptly to Alltrista, or its nominee, any and all inventions (including new contributions, improvements, ideas, or discoveries, whether patentable or not) conceived or made by me, alone or jointly with others, during the period of employment and related to the business of Alltrista; and I hereby assign and agree to assign all my right, title and interest therein to Alltrista or its nominee. I agree that any contributions by me to any copyrightable material related to the business of Alltrista shall be registered as work made-for-hire for Alltrista or its nominee. Whenever requested to do so by Alltrista, I shall execute any and all applications, assignments or other instruments which Alltrista or its nominees shall deem necessary to apply for and obtain Letters Patent or Copyrights of the United States or any foreign country or to protect otherwise Alltrista's interests therein. These obligations shall continue beyond the termination of employment with respect to copyrightable material, inventions, discoveries and improvements conceived or made by me during the period of employment, and shall be binding upon my assigns, executors, administrators and other legal representatives.
3. All documents concerning Alltrista activities or concerning my employment activities, including my own notes, are to be regarded by me as Alltrista's property entrusted to me, and are to be surrendered to Alltrista at any time upon request.
4. Upon termination of said employment, I shall promptly deliver to Alltrista all drawings, blueprints, manuals, letters, notes, notebooks reports, whether or not secret or confidential, and all secrets or confidential information or technology which relate to Alltrista's business or my employment and are in my possession or under my control.
5. The obligations hereunder may not be changed or modified, released, discharged, abandoned, or terminated, in whole or in part, except by an instrument in writing signed by me and an officer or other duly authorized agent of Alltrista. In the event any portion of this Agreement shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of the remainder of this Agreement.
6. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Indiana.

In Testimony Whereof, I hereunto affix my hand at _____, this 25th day of April, 2002

Alex Baptista
Name of Employee (Type or Print)

[Signature]
Signature of Employee

Name of Witness (Type or Print)

Signature of Witness



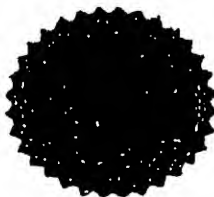
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ALLTRISTA ACQUISITION III, INC.", CHANGING ITS NAME FROM "ALLTRISTA ACQUISITION III, INC." TO "TILIA INTERNATIONAL, INC.", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF APRIL, A.D. 2002, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3504362 8100

020264126

AUTHENTICATION: 1742394

DATE: ~~04/25/2002~~
REEL: 013258 FRAME: 0205



STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
ALLTRISTA ACQUISITION III, INC.

Pursuant to Section 242 of the General Corporation Law

THE UNDERSIGNED, being an Officer of Alltrista Acquisition III, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the Delaware General Corporation Law (the "DGCL"), for the purpose of amending the Corporation's Certificate of Incorporation (the "Certificate of Incorporation") filed pursuant to Section 102 of the DGCL, hereby certify, pursuant to Sections 228 and 242 of the DGCL, as follows:

FIRST: That name of the Corporation is Alltrista Acquisition III, Inc.

SECOND: That the Certificate of Incorporation is hereby amended by deleting the Article thereof numbered "I" in its entirety and inserting in lieu thereof the following:

"The name of the corporation (the "Corporation") is: Tili International, Inc."

THIRD: That the amendment of the Certificate of Incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the DGCL.

[The signature page follows]

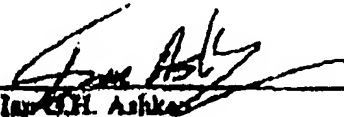
STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/25/2002
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IN WITNESS WHEREOF, the undersigned has made and signed this Certificate of Amendment this 21st day of April, 2002 and affirms the statements contained herein as true under penalties of perjury.

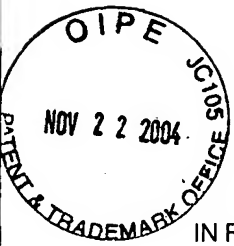

Name: Jan G.H. Ashke
Title: Secretary

(CERT. OF AMENDMENT TO CERT. OF INC. OF ACQ III)

RECORDED: 09/03/2002

PATENT
REEL: 013258 FRAME: 0207

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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: ALEXANDRE A.N. BAPTISTA

APPLICATION NO.: 10/789,451

FILED: FEBRUARY 26, 2004

FOR: VACUUM PACKAGING APPLIANCE WITH
REMOVABLE TROUGH

EXAMINER: UNKNOWN

ART UNIT: 3721

CONF. NO: 5173

STATEMENT OF FACTS BY JUDY LAGERA VO

IN SUPPORT OF FILING ON BEHALF OF NONSIGNING INVENTOR

(37 CFR 1.47)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, Judy Lagera Vo, residing at 5824 College Avenue #12 Oakland CA 94618, have been employed by Tilia International, Inc. of Delaware (Tilia) for about three years. I manage all legal affairs for Tilia. My responsibilities include working with Tilia employees and former employees to perfect Tilia's patent rights in technology that such parties are under obligation to assign to Tilia. This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor, Alexandre A. N. Baptista (Mr. Baptiste), for the above-identified patent application before deposit thereof in the Patent and Trademark Office. I have first-hand knowledge of the facts recited herein.

I have reviewed Mr. Baptiste's employment documents and have first hand knowledge of Mr. Baptiste's employment with Tilia. I have worked with Mr. Baptiste on several patent applications including the above-identified patent application, for which patent applications Mr. Baptiste is either a sole or joint inventor, and which patent applications Mr. Baptiste either has assigned to Tilia or is under obligation to assign to Tilia.

Mr. Baptiste was a n employee of Tilia from a bout April 2000 to a bout August 2003. Mr. Baptiste's accompanying employment documents include proof of Mr. Baptiste's obligation to cooperate in the above-identified patent application. During his employment with Tilia, Mr. Baptiste was obligated to assign to Tilia his rights in inventions made during his employment at Tilia, including the above-identified patent application. During his employment, Mr. Baptiste cooperated with Tilia on the filing of

several patent applications. To my knowledge, Mr. Baptiste has never disavowed his obligation to cooperate with Tilia in pursuing protection for the technology covered in the above-identified patent application.

The above-identified patent application claims priority to United States Provisional applications no. 60/450,295 and 60/450,528, both filed on February 27, 2003, having Mr. Baptiste as sole inventor. Mr. Baptiste was employed by Tilia when inventing the technology disclosed in and at the time of filing the '295 and the '528 provisional applications. Mr. Baptiste cooperated in the preparation and filing of the '295 and the '528 provisional patent applications.

Around November 2003, I began attempting to obtain Mr. Baptiste's cooperation in perfecting Tilia's rights in a number of patent applications including the above-identified application. At that time, I fully expected Mr. Baptiste to cooperate. My efforts continued through the date of execution of this document, and included several emails to Mr. Baptiste's last known personal email account, several telephone calls to Mr. Baptiste's last known telephone number, and a variety of letters sent via Federal Express to Mr. Baptiste's last known address. These communications occurred both before and after the filing of the above-identified patent application. I have also requested Tilia's patent counsel, Mr. Brian R. Coleman, to forward documents necessary for signature to Mr. Baptiste.

I have no reason to believe that Mr. Baptiste has not received our various communications, or does not understand the nature of these communications and his obligation.

Mr. Baptiste has failed to respond in any manner to our communications.

On June 25, 2004, in San Francisco, CA, I happened upon Mr. Baptiste having lunch with several current employees of Tilia with whom Mr. Baptiste has maintained a relationship. Mr. Baptiste and I engaged in a short and amicable conversation. We discussed Mr. Baptiste's failure to respond to our plethora of communications regarding his cooperation in the above-identified patent application. Mr. Baptiste acknowledged that he invented the technology disclosed in the above-identified patent application while employed by Tilia. Mr. Baptiste further acknowledged that he was obligated to cooperate with Tilia in perfecting Tilia's patent rights in the technology disclosed in the above-identified patent application. Nonetheless, Mr. Baptiste was adamant that he would not cooperate with Tilia in pursuing patent protection for the technology disclosed in the above-identified patent application.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issued thereon.

Attorney Docket No. 37469-8041.US01

Signature:



Typed Name:

Judy Lagera Vo

Title:

Senior Paralegal

Date:

November 18, 2004

Address: